



STATE OWNED BUILDINGS FACILITY USE MANUAL



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FACILITY USE MANUAL

This manual was written to provide general information to the agencies, departments, boards or commissions leasing space in state owned facilities. If you have questions that are not addressed in this manual, please contact the State Building Division anytime at 402 471-3191 or call me directly at 402 471-2662.

Thank you.
Rod Anderson, Administrator
AS State Building Division

For the purpose of this manual, Department of Administrative Services, State Building Division is referred to as "Owner;" exclusive use leased space rented to each agency, department, board or commission is referred to as "Demised Premises;" each specific agency, department, board or commission is referred to as "Tenant Agency;" these terms and conditions are standard for all State owned facilities operated and maintained by Owner.

A contact name, phone number and email address for each Facility can be found at:
<http://das.nebraska.gov/building/maintenance.html>

Section I. Business Day

Each Facility shall be open Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding State and Federal holidays. Use of the Facility outside of these hours should be approved by the Owner and additional charges may apply if this use necessitates lighting and HVAC adjustments beyond the normal setback mode. If this use results in additional maintenance or security staffing, charges shall be assessed to the Tenant Agency.

Section II. Tenant Agency Privileges/Expectations:

Tenant Agency shall use its best efforts to ensure that its employees, visitors, agents and subcontractors comply with this Facility Use Manual while on the Demised Premises.

- 1. Interference:** Neither Tenant Agency nor their visitors shall interfere in any way with other Tenant Agencies' (or their visitors') quiet enjoyment of their Demised Premises.
- 2. Smoking:** Smoking is not permitted anywhere in the Facility or Demised Premises. Tenant Agency shall use its best efforts to ensure the smoking policy is complied with both inside and outside the Facility. (See Exhibit 1, Smoking Policy).
- 3. Candles and Open Flames:** No lighted candles or open flame devices are permitted in any part of the Facility or the Demised Premises. This includes electric warming devices used for any purpose, small electric heating devices and wickless candles.
- 4. Printer and Copier Centers:** Tenant Agency should notify Owner of any changes to printer and Copy Centers to ensure adequate communication and electrical services are provided. Relocation of any existing or new printing/copier equipment requiring adaptation of existing services shall be invoiced by Owner and reimbursed by the Tenant Agency.
- 5. Sleeping/Lodging:** No portion of the Demised Premises shall at any time be used or occupied as sleeping or lodging quarters, nor shall personnel occupancy loads exceed limits reasonably established by the Owner for the Facility.
- 6. Animals:** No pets or animals of any kind shall be allowed in the Facility or Demised Premises, except for service animals.
- 7. Alcoholic Beverages:** Consumption of alcoholic beverages within the Facility, Demised Premises, or adjacent State owned property is prohibited.
- 8. Display of Flags:** Owner may display the U.S. and/or State flag at each Facility. No other flags, without Owner's prior written consent shall be displayed on any flagpole located at

the Facility. All flags shall be displayed in accordance with the Flag Code adopted by the United States Congress.

- 9. Use of Wheeled Devices:** With the exception of personal wheelchairs or medically necessary assistive devices, all wheeled transportation devices, including but not limited to bicycles, skateboards, roller skates, Segways, etc., are prohibited to be used and/or stored inside the Facility or Demised Premises. Use of such devices on the grounds shall be limited to areas appropriate for such use.
- 10. Locks and Keys:** Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their work day. All locks for doors in each Tenant Agency's Demised Premises shall be standard with those currently used throughout the Facility, except as otherwise permitted by Owner, and no Tenant Agency shall place or change lock(s) on any door in the Demised Premises without Owner's prior written consent.
- a) Key or access card requests shall be made to Owner and issued only to State employees at the request of an authorized representative from the Tenant Agency.
 - b) Lost or misplaced keys, access cards, or pass codes shall be reported immediately to Owner. Costs incurred to remedy this loss shall be borne by the employees' Tenant Agency and may include re-keying locks, reissuance of keys, change of security code(s), or cost of bringing in a contractor to rectify a security breach.
- 11. Auction:** Without prior written consent of Owner, Tenant Agency shall not conduct any auction on Demised Premises and shall not store goods, wares or merchandise on the Demised Premises, except for those items used by Tenant Agency;
- 12. ATMs:** Without prior written consent of Owner, Tenant Agency shall not install and/or maintain ATM's in the interior or on or around the exterior of the Demised Premises.
- 13. Signage and Advertising:** Display of notices, advertisements, displays, and public notices visible in or from public corridors, any common or public area of the Facility, or from outside the Facility shall be subject to Owner's prior written consent, which shall not be unreasonably withheld. No part of the Facility may be defaced by Tenant Agency or its guests. Owner assumes no liability for loss or damage to display materials. Tenant Agency shall use its best efforts to ensure the requirements, as applicable, are met when placing signage, inside or outside of their Demised Premises or Facility. **(See Exhibit 7.)**
- 14. Plumbing:** Plumbing fixtures shall be used only for the purpose for which they are designed, and no sweepings, rubbish, rags, coffee grounds, or other unsuitable materials shall be disposed in them. Damage resulting to any such fixture, which is proved to be a

consequence of misuse by a Tenant Agency shall be invoiced by Owner and reimbursed by Tenant Agency.

15. Common Areas: Sidewalks, doorways, vestibules, halls, stairways, elevator lobbies, and other similar areas in the common areas of the Facility shall not be used for storage; or for placement or installation of equipment, supplies, or furniture; nor for the disposal of trash. These areas shall not be obstructed or used by the Tenant Agency or Owner for any purpose other than entrance to and from the Tenant Agency's Demised Premises and the Facility.

16. Conference Rooms: Conference rooms are available by advance reservation. Room layout can be customized at some locations with sufficient notice and a charge may be assessed. Owner provides conference rooms and tables, chairs, trash receptacles, extension cords, or other necessary services or equipment on a scheduled basis for use by Tenant Agency for special meetings, seminars or workshops. Owner provided furniture or equipment shall not be removed from its assigned location, appropriated for use in another area, disassembled or repaired without the prior written consent of the Owner or Facility Manager. It is the responsibility of each Tenant Agency to leave the room in a clean and orderly fashion after use. If a room is left in an unacceptable condition or not returned to the original layout, a charge shall be assessed. If you find a room left in an unacceptable condition, please notify the Facility Manager. A charge shall be assessed for conference rooms that are reserved but not utilized. It is the responsibility of each Tenant Agency to cancel reserved meetings rooms at least 24 hours in advance of scheduled use.

17. Break Rooms: Owner provides tables, chairs, trash receptacles and other necessary services or equipment for use by Tenant Agency employees. Break rooms shall not be used for Tenant Agency meetings or programmatic use. Owner provided furniture or equipment shall not be removed from its assigned location, appropriated for use in another area, disassembled or repaired. It is the responsibility of Tenant Agency employees to leave the room in a clean and orderly fashion after use. If a room is left in an unacceptable condition or not returned to the original layout, a charge shall be assessed to the respective employee's Tenant Agency. If you find a room left in an unacceptable condition, please notify the Facility Manger.

18. Corridor Doors: Corridor doors which lead to common areas of the Facility, other than doors opening into the lobby on floors leased entirely to a Tenant Agency, shall be kept closed at all times.

19. Demised Premises: Tenant Agency shall cooperate with Owner in keeping its leased area neat and clean. Tenant Agency shall not employ any person for the purpose of such cleaning, other than the Facility's cleaning and maintenance personnel or personnel

contracted for such services, which are authorized by Owner, without prior written consent of Owner.

Nothing shall be attached to the ceiling tiles or tile grid, nor shall any item be placed above the height of any cubicle wall. (See Section X, Compliance with the Law)

20. Closets: Tenant Agency furnishings, equipment or storage shall not be allowed in or in front of Network, Data, Electrical, Mechanical, and/or Janitorial closets.

21. Loading Dock/Zone: The loading dock/zone shall be available to accept deliveries from 8:00 AM until 5:00 PM, on normal business days.

22. Hazardous Materials: No flammable or explosive fluids or other hazardous materials shall be kept or used within the Facility except in areas approved by Owner. Tenant Agency and all of its employees, contractors, or invitees shall comply with all applicable building and fire codes. Damages and remediation costs resulting from a violation of this policy will be borne by the responsible Tenant Agency.

23. Removal of Landscaping: Removal or destruction of any building-related materials, shrubbery, or other plantings is prohibited.

Section III. OWNER RIGHTS

Owner shall provide a safe environment in the Demised Premises through regular maintenance and reserves the right to:

- 1. Rescind Policies:** Rescind any one or more of these policies, or make other reasonable policies as may be necessary for the safety, care and cleanliness of the Demised Premises, and for the preservation of order;
- 2. Owner Access:** Possess a pass key to all Demised Premises and shall be allowed entrance in the event of any emergency and to conduct building inspections/maintenance;
- 3. Professional Environment:** Exclude or eject from the Demised Premises all animals, vehicular traffic of every kind and all canvassers and other persons who conduct themselves in such a manner to be, in the judgment of the Owner, an annoyance to Tenant Agency or a detriment to the Demised Premises; and
- 4. Restrict Access:** Close and/or restrict entry or use of any portion of a Facility or surrounding grounds.

**STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION
STATE OWNED BUILDINGS - FACILITY USE MANUAL**



Section IV. What Owner Provides

- 1. Demised Premises – Structure/Shell:** Owner shall provide and maintain Demised Premises and Facility components including roofing systems, waterproofing elements, entrances, ceilings, walls, floors/floor coverings, windows, lighting, Common Areas, restrooms, fire egress, elevators, plumbing, sprinklers (where mandated) in good functioning condition. Facility repairs shall be made in a timely basis to minimize impact to Tenant Agencies. Construction materials shall be selected on the basis of long-term durability and operational efficiency, whenever possible.
- 2. Maintenance:** Owner shall provide trash removal, lawn care, pest control and correction of unsafe conditions in a timely manner. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), mechanical (including furnace filters installation and replacement and other routine maintenance services), and plumbing (including clearing clogged toilets and drains within twenty-four (24) hours of notification), are included in the rental rate.
- 3. Entrances:** Exterior building doors and doors necessary to access lobbies, common areas, and core areas shall meet ADAAG and Fire Life Safety code as mandated by the regulatory agencies. Exterior doors shall have automatic door closers and locking devices to reasonably deter unauthorized entry. Properly rated and labeled fire doors shall be installed on all fire egress locations as mandated.
- 4. Ceilings:** Ceilings throughout the Demised Premises shall be provided by Owner; they shall be composed of painted plaster/gypsum board or grid system ceiling tiles.
- 5. Flooring:** Carpeted flooring throughout the Demised Premises shall utilize premium grade fire rated carpet tiles at the time of replacement; restroom flooring and walls shall be composed of nonporous materials. Tenant Agency may be consulted on the color of replacement flooring within their Demised Premises, using a color palate provided by Owner.
- 6. Windows:** Operable windows shall be equipped with sturdy locking devices.
- 7. Lighting:** Interior lighting fixtures shall be similar throughout Tenant Agency's Demised Premises; lighting in other areas shall be appropriate for the specific area or end-user; and all shall be functional, energy efficient, and easy to maintain.

Exterior lighting shall comply with architectural standards in and around exterior parking areas, vehicle driveways, pedestrian walkways, and the Facility perimeter.

8. Climate Control:

- a. **Temperature Policy** - Where controls are available, Tenant Agency may adjust the temperature in their Demised Premises to seek a desired comfort level, but temperatures shall remain 68°F or above in the winter and 80°F or less in the summer during business hours in compliance with ASHRAE Standard 55. Tenant Agency shall be responsible for closing blinds or other appropriate adjustments of existing window treatments to minimize unnecessary energy use. Owner shall continue to perform preventative maintenance and service to building equipment, but shall no longer make comfort adjustments within the aforementioned range. If continued temperature variances are experienced outside of this temperature range, Tenant Agency shall notify Facility Manager.
- b. **Setback Policy:** Setback Policy - Owner shall take steps to conserve energy by adjusting temperatures during off hours, weekends, and holidays.
- c. **Space Heaters:** In facilities where the HVAC equipment maintains leased space temperatures within the above mentioned range, the use of space heaters shall not be allowed. In areas where the range cannot be consistently met, space heaters may be permitted but use is discouraged. Owner shall review and approve the use of all space heaters or similar devices in Demised Premises. Owner shall verify that each space heater meets the requirements outlined below and that sufficient connection and operational requirements are met for the safe operation of the proposed device. Upon successful verification of these items, Owner shall place an appropriate notation on each device indicating approval for use annually. Non-approved space heaters are to be removed by the Tenant Agency.

Approved space heaters shall:

- a) Contain a non-glowing heat element;
- b) Utilize cool-to-the-touch housing;
- c) Contain a tip-over automatic shut off;
- d) Not exceed 1500 watts;
- e) Be Underwriters Laboratories approved;
- f) Be connected to a power supply with adequate wiring (extension cords are not allowed). The cost of any additional required electrical circuits shall be charged to the requesting Tenant Agency;
- g) Be used in the immediate proximity of the employee responsible for the device;
- h) Be turned off and unplugged when not attended by the responsible employee; and
- i) Violation of any of the above policies shall result in removal of the device.

See Exhibit 3, Space Heater Policy

- d. HVAC Standards:** HVAC systems in all spaces shall meet mandated thermal environmental standards for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004).
- 9. Rest Rooms:** Rest rooms shall be equipped with toilets, partition walls, sinks, mirrors, soap dispensers, hand dryers or towel dispensers, and waste receptacles. In all state facilities, there shall be an accessible restroom according to mandated ADA guidelines.
- 10. Mechanical:** Mechanical equipment shall be maintained and serviced to remain in good operational order. Any breakdown or equipment failure shall be repaired or replaced in a timely manner to minimize Tenant Agency disruption.
- 11. Electrical:** Main power electrical switchboards and distribution systems shall meet the National Electrical Code and shall be designed to handle the actual specified and projected loads. Distribution panels are required to accommodate circuit breakers for the actual calculated needs. Each work station must have a permanent power source. Costs to provide additional branch circuits due to space reconfigurations or other programmatic reasons, shall be invoiced by Owner and reimbursed by Tenant Agency.
- 12. Communications Infrastructure - Telephone and Computer Wiring:** Costs to provide voice, data and video services to the Facility is borne by Owner. Installation methods and procedures meet the standards set by the Office of the Chief Information Officer (“OCIO”). See <http://nitc.ne.gov/standards/7-RD-01.html>

Tenant Agency shall provide communication cabling for each desk and/or workstation as well as other Demised Premises areas. All terminations shall be performed by OCIO staff or OCIO approved contractors. Costs to install additional communication infrastructure resulting from programmatic changes shall be borne by the Tenant Agency. Tenant Agency agrees to pay for cabling and wiring from the server/data room to each workstation or other end user location and all charges for telephone and/or computer services. Building infrastructure is not designed to house or accommodate server farms or computer mainframe installations. Tenant Agency shall work directly with OCIO in the creation and location of such systems. These charges are not included in rental rates and a surcharge shall be assessed for server farms currently housed within Demised Premises.

All installation methods and procedures shall meet the standards set by OCIO. Further information may be obtained by contacting the OCIO at 402-471-3851.

13. Security

- a. **Building Security and Safety:** Tenant Agency shall comply with all Owner security procedures during business hours, after hours, holidays, and on weekends. Owner shall provide Tenant Agency with prior written notice of such security procedures and any changes no less than 24 hours prior to such change, unless dictated by an emergency.
Exhibit 4, Building Security and Safety
- b. **Emergency Contact:** Tenant Agency shall provide Owner with a name and telephone number of a representative and an alternate name who should be contacted in an emergency, Point-of-Contact and Alternate Point of Contact.
- c. **Locks:** Tenant Agency shall lock all office doors leading to corridors and to turn out all lights at the close of their working day. Owner's cleaning contractor shall be responsible to ensure that all locks shall be left as found, unless instructed otherwise, and shall turn out lights after cleaning the Tenant Agency's Demised Premises. All locks for doors in each Tenant Agency's Demised Premises shall be standard with those currently used throughout the Facility, except as otherwise permitted by Owner, and Tenant Agency shall not install or change lock(s) on any door in the Demised Premises without Owner's prior written consent.

14. Facility Signage: A prominent sign shall be provided by Owner and placed at a location which calls attention to the public entrance of the Demised Premises. A simple and clearly displayed public directory and signage system throughout the Facility shall be provided by Owner to assist visitors in finding their way around the Facility in multi-tenant facilities. ADA compliant signs identifying restrooms inside the Facility shall also be provided.

15. Break Room: Break Rooms, where provided, shall contain, at a minimum, a sink with hot and cold running water, counter space for small appliances and adequate electrical power for those appliances. The Break Room shall meet ADA guidelines for accessibility.

Where a break room is provided, refrigerators, microwaves, toasters, toaster ovens and other small appliances must be UL approved and shall be confined solely to the Owner provided break room.

Where a break room is not provided, Tenant Agency shall be permitted to have one centrally located coffee maker.

16. Landscaping: All grounds, including landscaping and improvements to landscaping are provided by Owner at Owner's expense. Owner will seek to utilize native grasses and

plantings where applicable to minimize water use at each Facility. Tenant Agency landscaping suggestions and input are welcomed.

- 17. Janitorial - General Janitorial Performance Requirements:** Owner provides janitorial services to assist in maintaining a clean and efficient Facility; overall cleanliness of the Facility is a direct responsibility of Owner, each Tenant Agency and their employees.

Janitorial general performance requirements for this Facility are attached as part of this manual for the tasks and frequencies of work to be performed, as well as supplies to be provided, by the janitorial services provider throughout the Facility. These requirements establish the expectations for performance. **See Exhibit 5, Janitorial Performance Requirements.**

- 18. Parking:** Parking is not included in the rental rate.

- 19. Snow Removal:** Owner shall begin snow removal when accumulations reach 2" during the work day. Tenant Agency and their employees should exercise due care during and following a winter event.

Section V. Modifications to Facility

- 1. Alterations, Additions and Repairs:** Tenant Agency shall obtain prior written consent from Owner prior to making any alterations, modifications, and/or additions. Tenant Agency shall deliver "as-built" plans to Owner, upon completion of such alterations, modifications, and/or additions in CAD format. All changes shall meet fire life safety codes. The Space Move Request form may be found at [http://das.nebraska.gov/building/Facilities%20Planning/Space_Mgmt_Space%20Move%20Request%20\(6\)%202015_03_02.pdf](http://das.nebraska.gov/building/Facilities%20Planning/Space_Mgmt_Space%20Move%20Request%20(6)%202015_03_02.pdf)

This provision shall apply to all work performed in the Facility or on the surrounding grounds including, but not limited to, installation of telephones, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment and any other physical portion of the Facility including a server farm. For any alteration to voice/data communication wiring and systems, Tenant Agency shall obtain prior written consent, as well as coordinate with, the OCIO.

- 2. Contractors:** Any contractor performing alterations, additions or repairs shall be a licensed contractor, shall be subject to all rules and regulations of Owner while performing work in the Facility, and must obtain all necessary permits and approvals prior to commencing the work. **See Section XIV, Insurance.**

- 3. Floor Plans:** Owner's written consent shall be obtained prior to Tenant Agency making any changes to the Demised Premises floor plan. If an outside contractor for space planning is used for the changes, the final floor plan shall be provided to AS/SBD Space Planners for review and prior written consent before the start of such changes and the final approved floor plan shall be signed and dated by Tenant Agency Point of Contact and provided in CAD format to AS/SBD Leasing Division.

A copy of the Space Planning Manual and forms can be found at
<http://das.nebraska.gov/building/spaceplanning.html>

Section VI. Movement of Contents

- 1. Bulky and Heavy Materials:** Significant movement in or out of the Facility of furniture, office equipment, or any other bulky or heavy materials by the Tenant Agency shall be restricted to such hours as Owner's Regional Facility Manager or onsite Facility Maintenance Supervisor shall designate. Owner shall determine the method and routing of the movement of said items so as to ensure the safety of all persons and property involved; and, Tenant Agency shall be responsible for all costs and expenses associated with the move. Advance notice of intent to move such items must be made to Owner at least twenty-four (24) hours before the move. For non-significant movement in or out of the Facility of portable items which do not require use of dollies or other moving equipment, advanced notice to Owner is not required.
- 2. Storage:** Temporary storage of received materials/equipment shall only be permitted in Owner approved locations within the Facility. 24 hour notice shall be provided to Owner before delivery to facilitate an acceptable location. Owner is not responsible for Agency lack of planning or costs incurred by failing to adhere to this policy. Temporary Storage is defined as being less than 72 hours.
- 3. Blocking of Common Area Space:** Fire Life Safety codes prevent even temporary blocking of Common Area space. Tenant Agency shall be required to immediately remove any items belonging to Tenant Agency which have been placed in Common Area space. **If upon notification by Facility Manager, items are not removed from Common Area space, Owner shall have items removed and all costs of such removal, storage and disposal shall be invoiced by Owner and reimbursed by Tenant Agency.**
- 4. Elevator Service:** In general, passenger elevators are to be used only for the movement of persons and small deliveries during normal business hours. All deliveries to the Demised Premises that require dedicated elevator service for multiple trips and potentially disrupt service for visitors and other tenants of the Facility during normal business hours shall be

made through prior written consent of Owner for any exception to the provisions of this paragraph.

- 5. Clean-up:** Tenant Agency and their contractors are responsible for removal of trash from the Facility resulting from large deliveries or move-ins.

Section VII. Public Use Provisions

- 1. Owner Approval:** Owner shall approve or disapprove, in writing, all events or activities proposed to be held in public spaces within the Facility or on the grounds of the Facility. **(See Exhibit 6 – Facility Use Permit Request Form)**
- 2. Requests:** All requests for events within Common Areas, public spaces or surrounding grounds shall be made in writing to Owner at least ten (10) working days in advance of the proposed function. Requests shall be made by submitting a Facility Use Permit Request form (See Exhibit 6) to Facility Manager or Owner. Requests shall be specific as to the type of function, approximate number of people expected to be involved, specific area of the Facility or grounds to be used, employee and/or organization responsible for the event, time, date, duration and any other specific information relevant to the request. Owner shall respond to each Facility Use Permit request in writing indicating approval or denial along with the terms of the approval or reasons for denial. Terms of approval for an event shall include holding the sponsoring organization and its representative's names, responsible for the actions of all parties participating in or attending the event for which approval is granted.
- 3. Fundraising Activities:** Charitable fund raising activities which are in the public interest may be permitted in accordance with the State of Nebraska Vendor Solicitation Policy. The State of Nebraska does not endorse or assist vendors in selling their products or services. For additional information on the State of Nebraska Vendor Solicitation Policy please reference the following link at: <http://das.nebraska.gov/personnel/vendor-solicitation-policy.html>
- 4. Demonstrations/Picketing:** All demonstrations must be approved in writing by Owner prior to the event. They must be peaceful and non-disruptive in nature. All such activities are restricted to the outside of the Facility. Demonstrators shall not block or restrict access to any entry or exit to the Facility. Any activity that could disrupt the normal order of State business will not be allowed. **See Exhibit 6, Facility Use Permit Request form**
- 5. Solicitation:** Solicitation of any kind, including canvassing, peddling, distribution of hand bills, or other similar activity, except for activities within a Tenant Agency's Demised Premises which involve only such Tenant Agency's employees, is prohibited. For further

information on the State of Nebraska Vendor Solicitation Policy please reference the following link. <http://das.nebraska.gov/personnel/vendor-solicitation-policy.html>

Section VIII. Advertising Displays

- 1. Display of Advertising:** Display of notices, advertisements, displays, and public notices visible in or from public corridors, any public or common areas of the Facility, or from outside the Facility shall be subject to Owner's prior written consent, which shall not be unreasonably withheld. No part of the Facility may be defaced by Tenant Agency or its guests. Owner assumes no liability for loss or damage to display materials. Tenant Agency shall use its best efforts to ensure the requirements, as applicable, are met when placing signage, inside or outside of Demised Premises. **See Exhibit 6, Facility Use Permit Request form.**

Section IX. Vending

- 1. Vending:** Vending machines or machinery of any type, other than normal office equipment, shall be not allowed or operated in Tenant Agency's Demised Premises without the prior written consent of Owner. Contracts, negotiations, and management of vending services shall be the responsibility of the Owner.

Section X. Compliance with the Law

- 1. Compliance with the Law - Applicable Statutes:** Owner shall comply with all applicable statutes, charters, laws, ordinances, Facility and maintenance codes, rules, regulations, and requirements affecting the Demised Premises.
- 2. Accessibility and Americans with Disabilities Act (ADAAG):** Demised Premises shall meet all mandated applicable guidelines for accessibility including, but not limited to, the Americans with Disabilities Act Accessibility Guidelines.

Section XI. Liabilities

- 1. Liabilities:** Owner shall not be liable or responsible for lost or stolen money, jewelry or other personal property from the Demised Premises or any areas of the Facility.

Section XII. Drug Free Workplace

- 1. Drug Free Workplace:** Owner certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. For further information on

the State of Nebraska Drug Free Workplace Policy please reference the following link:
<http://www.fcro.nebraska.gov/Original%20Site/pdf/resources/staff/statepolicies/DRUG-FREE%20WORKPLACE%20POLICY.pdf>

Section XIII. Your Lease

- 1. Your Lease:** This Facility Use Manual is not intended to replace or restate information contained in your lease and questions regarding your lease should be directed to the State Property Program Manager, who can be reached at 402 471-0450. A copy of the Leasing Manual and forms can be found at:
http://das.nebraska.gov/building/Leasing/External_Leasing_Manual_2011-07-01_FINAL.pdf
- 2. Net Usable Space:** By signing your lease, you have acknowledged and accepted the square footage definition as defined in the State Building Division Space Planning Manual. A copy of the Space Planning Manual and forms can be found at:
<http://das.nebraska.gov/building/spaceplanning.html>
- 3. Rental Rate:** Rental rates are based on Facility historical operation costs and projected market price changes. Each Facility is budgeted to operate on a break even basis.
- 4. Services and Utilities:** Services and utilities directly related to the Facility and surrounding property shall be covered by Owner; any services arising from Tenant Agency programmatic needs shall be the responsibility of Tenant Agency.
- 5. Term of Lease:** The lease term and termination stipulations are set forth in each lease agreement. Tenant Agency Point of Contact may obtain a copy of state owned Facility lease by contacting State Property Program Manager at 402 471-0450. A copy of the Leasing Manual and forms can be found at:
http://das.nebraska.gov/building/Leasing/External_Leasing_Manual_2011-07-01_FINAL.pdf

Section XIV. Insurance

- 1. Insurance:** Owner shall provide insurance on the Facility structure and mechanical systems. Tenant Agency shall provide content insurance as deemed appropriate for agency owned equipment located within the Facility.
- 2. Commercial General Liability Insurance:** Any contractor performing work covered within a state owned Facility shall maintain Commercial General Liability Insurance for damages related to bodily injury, including death, as well as from claims for property damage, which may arise from operations, whether such operation be by contractor or by anyone directly or indirectly employed by them; amounts of such insurance shall not be less than the minimum limits recommended by the State Risk Manager; shall be written on an occurrence

basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage, and shall include Owner, as an Additional Insured. Contact the State Risk Manager at 402 471-2552 for questions regarding insurance coverage and rates. Additional information may be found at: <http://das.nebraska.gov/risk/>

Exhibit 1 – SMOKING POLICY

1. Owner maintains a smoke and tobacco-free Facility.
2. Smoking or other use of tobacco products, including, but not limited to, cigarettes, pipes, cigars, smokeless tobacco – snuff or chewing tobacco, electronic cigarettes are not permitted inside the Demised Premises or any other interior area of the Facility.
3. Each Facility has a designated area that the Owner has set aside where use of tobacco products is allowed. Tenant Agency employees shall utilize this designated area only to be respectful of other tenants and visitors.
4. Standing at or near an entrance or fresh air intake while smoking is prohibited.
5. All smoking and tobacco materials should be disposed of in a proper manner. Receptacles are provided at designated locations.

Please place this on your Tenant Agency Bulletin Board

Exhibit 2 – TENANT SIGN CRITERIA

The purpose of these instructions is to outline the criteria, which controls the design, fabrication, and installation of Tenant Agency signs. The reason for establishing certain basic guidelines which must be followed by sign contractor's serves two purposes: 1) it will ensure Tenant Agency of purchasing a sign which meets good standards of material, workmanship, and appearance; 2) it will assure the tenants of a cohesive state Facility, unmarred by poorly designed, badly proportioned signage.

A. GENERAL REQUIREMENTS:

1. Tenant Agency shall submit, to Owner for written approval before fabrication, at least three (3) copies of detailed drawings indicating the location(s), size, layout, design, and color of the proposed signs including all lettering and/or graphics. Elevation drawings to be $\frac{1}{2} = 1'-0''$
2. Tenant Agency representative shall obtain permits, if required, for Tenant Agency signs and sign installation.
3. All signs shall be constructed and installed at Tenant Agency's expense.
4. All sign companies must be licensed under their name by the City and must have property liability insurance. Furthermore, Tenant Agency shall be responsible for, and shall bear all cost of, removal and/or correction of sign installation, damage to the building by signs that do not conform to sign criteria and for all costs of restoration of the building at the time any signage is removed.
5. Tenant Agency shall be responsible for the fulfillment of all Tenant Sign Criteria.

B. STIPULATIONS:

1. No animated, flashing, or audible signs will be permitted unless mandated under ADA;
2. No exposed lamps or tubing shall be permitted;
3. All signs and their installation shall comply with all local building and electrical codes;
4. All transformers shall be mounted behind sign parapet;
5. Electrical service to all signs must be approved by Owner and at Tenant Agency's expense;
6. Painted lettering shall not be permitted; and

7. All attaching bolts shall be of non-corrosive metal.
- C. DESIGN REQUIREMENTS:
1. All Tenant Agency storefront entrance and store identification designs shall be subject to the written approval of Owner.
 2. Wording of signs shall not include the product sold, except as part of Tenant Agency trade name or insignia.
 3. Tenant Agency is encouraged to have signs designed as an integral part of the building design, with letter size and location appropriately scaled and proportioned to the overall storefront design. The design of all signs, including style and placement of lettering, size, color, materials, and method of illumination shall be subject to the approval of Owner. (NOTE: Innovative designs of high quality which do not strictly adhere to these criteria may be submitted for special consideration)
- D. SIZE OF SIGNS: Sign size shall be determined by the already existing space or designated sign mount on the surface or face of the building, or as directed by Owner in or near the front or main entrance of the building away from or above the exterior of the building.
- E. TYPES OF SIGNS:
1. All signs shall be located only on the spaces on the surfaces specifically provided for on the building face at Tenant Agency's expense.
 2. No box type signs will be permitted.
- F. CONSTRUCTION REQUIREMENTS:
1. All signs, bolts, fastenings, and clips shall be stainless steel, aluminum, brass or bronze. No black iron materials of any type will be permitted;
 2. All signs must be centered;
 3. All letters shall be fabricated using full-welded construction or approved equal;
 4. Location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to Lessor;
 5. All penetrations of the building structure required for sign installation shall be indicated by the sign contractor on drawings submitted to Lessor;
 6. No labels will be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location;
 7. Sign contractor shall repair any damage to any work caused by his work; and
 8. Tenant Agency shall be fully responsible for the work performed by Tenant Agency's sign contractor.
- G. MISCELLANEOUS REQUIREMENTS:
1. Painted Plexiglas will not be permitted;

2. At no time shall building structure or framing be cut or altered in any way without Owner's prior written authorization;
3. All signs shall be fabricated and installed with U.L. label, if required by local authorities, in an inconspicuous location;
4. No conduit or electrical runs allowed over rooftop; and
5. All Tenant Agency signage shall be connected to Tenant Agency's parcel or Demised Premise.

H. NON-CONFORMANCE:

1. No field installation changes are permitted without first notifying Owner in writing. If in the event any signs changed as to placement, location and size which differs from approved sign plan, Tenant Agency will be responsible to properly repair, change, and/or relocate sign to proper placement at Tenant Agency's expense.
2. Tenant Agency shall correct any sign installed by Tenant Agency or its sign contractor, which is not in conformance to the approved drawings, within (15) days after written notice by Owner. In the event Tenant Agency's sign is not brought into conformance within said fifteen (15) day period, then Owner shall have the option to correct said sign at Tenant Agency's expense.

Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and/or supports of the windows and doors, or upon the exterior walls of the building.

Exhibit 3 - SPACE HEATER POLICY

In facilities where the HVAC equipment maintains leased space temperatures within the above mentioned range, the use of space heaters shall not be allowed. In areas where the range cannot be consistently met, space heaters may be permitted but use is discouraged. Owner shall review and approve the use of all space heaters or similar devices in Demised Premises. Owner shall verify that each space heater meets the requirements outlined below and that sufficient connection and operational requirements are met for the safe operation of the proposed device. Upon successful verification of these items, Owner shall place an appropriate notation on each device indicating approval for use annually. Non-approved space heaters are to be removed by the Tenant Agency.

Approved space heaters shall:

- a) Contain a non-glowing heat element;
- b) Utilize cool-to-the-touch housing;
- c) Contain a tip-over automatic shut off;
- d) Not exceed 1500 watts;
- e) Be Underwriters Laboratories approved;
- f) Be connected to a power supply with adequate wiring (extension cords are not allowed). The cost of any additional required electrical circuits shall be charged to the requesting Tenant Agency;
- g) Be used in the immediate proximity of the employee responsible for the device;
- h) Be turned off and unplugged when not attended by the responsible employee; and
- i) Violation of any of the above policy shall result in removal of the device.

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Exhibit 4 – BUILDING SECURITY AND SAFETY

Security for the Demised Premises shall include provisions for prevention of unauthorized entry into the work areas and controlled access during non-working hours.

Owner shall provide Tenant Agency the necessary keys, codes, key cards, or access cards for exterior and interior doors.

Tenant Agency shall have 24-hour access to the Demised Premises for authorized personnel.

All entrances to the Demised Premises must be equipped with locks and keys, keypad lock, or access cards. Enclosed offices and storage/supply areas are to have keyed locks or keypads/access cards.

Access to the Demised Premises shall have either after-hours electronic security control or keyed entrance.

All exterior entrances and parking areas shall have adequate lighting as determined by the Owner and Tenant Agency representatives.

Exhibit 5 - JANITORIAL GENERAL PERFORMANCE REQUIREMENTS

It is understood that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable Facility.

NOTE: The performance requirements herein stated have been established from past experience. Meeting the expectations and requirements outlined herein will be monitored by the Owner. If the janitorial contractor fails to adhere to the expectations and requirements as outlined herein, please document the deficiency and have your agency point of contact notify the Facility owner.

REGULAR CLEANING SCHEDULES shall include the following (unless otherwise indicated):

1. Empty all waste receptacles and change liners as needed.
2. Remove trash from building to proper bins.
3. Dust mop all hard surface floor areas.
4. Damp mop all hard surface floor areas.
5. Spot clean and/or spot vacuum carpets, as needed.
6. Spot clean all door and partition glass to remove smudges and fingerprints.
7. Clean and sanitize all drinking fountains.
8. Clean entryway glass inside and out.
9. Clean entrance floor mats.
10. Clean janitorial closets/rooms and slop sinks.
11. Restrooms and Break rooms:
 - a) Empty all waste receptacles and replace liners, as needed.
 - b) Clean and service all restroom dispensers, including replenishing paper towels, soap, toilet paper, etc.
 - c) Clean all fixtures including stainless steel with a germicidal cleaner.
 - d) Clean all sinks, toilets and urinals with a germicidal cleaner.
 - e) Clean walls, doors, shelves and partitions with a germicidal cleaner.
 - f) Sweep and wet mop all hard surface floor areas with a germicidal cleaner.

SERVICES TO BE PERFORMED ON AN ADDITIONAL FEE BASIS:

1. Spot clean upholstered chairs and carpeted areas.
2. Dust blinds.
3. Shampoo carpeting.
4. Clean all interior glass.
5. Strip wax and refinish all hard surface floors.
6. Other services not identified above.



Exhibit 6: FACILITY USE PERMIT REQUEST FORM

STATE BUILDING DIVISION - FACILITY USE PERMIT REQUEST

Name of Event/Program: _____

Sponsoring Organization: _____

Address: _____

Contact Names _____

Phone #s _____

Fax _____

Email _____

NATURE OF REQUEST:

Date Requested _____
(Date, Day of Week & Time)

Alternative Date _____
(Date, Day of Week & Time)

Description of Event (Include event type, Facility and area of Facility requested to be used, length of event, equipment, etc.)

Anticipated Attendance: _____

Number of People in Event/Program: _____

Reviewed by: _____

Date: _____

Approved/Denied: _____
Administrator, AS – State Building Division

Date: _____

Comments: